

Prepared by and return to:

Donna J. Feldman, Esq.  
FELDMAN & MAHONEY, P.A.  
2240 Belleair Road  
Suite 210  
Clearwater, Florida 33764

Cross-Reference to Declaration:  
O.R. Book 9685, Page 3914  
O.R. Book 9826, Page 2640

**SUPPLEMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
ANCLOTE RESERVE**

THIS SUPPLEMENT to the Declaration of Covenants, Conditions and Restrictions for Anclote Reserve (“**Supplemental Declaration**”) is made July 31, 2020, by HOMES BY WEST BAY, LLC, a Florida limited liability company (“**Developer**”).

**BACKGROUND**

Developer recorded that certain Declaration of Covenants, Conditions and Restrictions for Anclote Reserve on March 1, 2018 in Official Records Book 9685, Page 3914, as amended and supplemented by First Amendment thereto recorded on November 30, 2018 in Official Records Book 9824, Page 3895, Supplement thereto recorded on December 4, 2018 in Official Records Book 9826, Page 2640, and Second Amendment thereto recorded on December 12, 2018 in Official Records Book 9830, Page 3017, each of the Public Records of Pasco County, Florida (collectively, the “**Declaration**”). Developer, as the Developer under the Declaration, desires to add certain real property owned by Developer (“**Additional Property**”) to the Property. The Additional Property is described as follows:

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

**ADDITION**

Pursuant to the authority granted in Article II, Section 11 of the Declaration, Developer hereby adds the Additional Property to the Property, and submits the Additional Property to the Declaration. The annexation of the Additional Property is being made pursuant to the terms of the Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property, and shall be held, sold and conveyed subject to the covenants, restrictions and easements contained in the Declaration, as amended and supplemented, and those easements and other matters shown on the Plat of STARKEY RANCH PARCEL F PHASE 3, recorded in Plat Book 82, Pages 132 through 135, inclusive, in the Public Records of Pasco County, Florida (“**Plat**”). Without limiting the generality of the foregoing, and in addition thereto, no fence, wall or natural barrier shall be located within the “30’ Drainage & Access Easement” designated on Lots 28 and 29, and Lots 15 and 16, Block 6, according to the Plat, and within the “15’ Drainage & Access Easement” designated on Lot 32, Block 6 on the Plat and Lot 33, Block 6 on the plat STARKEY RANCH PARCEL F PHASE 2, recorded in Plat Book 78, Pages 57 through 63, inclusive, in the Public Records of Pasco County, Florida (“**Phase 2 Plat**,” and together with the Plat, sometimes

referred to as the “**Plats**”) in order to not impede access through the 30’ and 15’ Drainage & Access Easements to Tracts B-1 and B-2, as applicable, according to the Phase 2 Plat. The foregoing covenants, conditions and restrictions shall run with the Property, including, without limitation, Lots 28 and 29, Lots 15 and 16, and Lots 32 and 33, Block 6, according to the Plats, as applicable, and be binding on all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

*[Signature page follows.]*

[Signature Page – Supplemental Declaration]

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration by and through its authorized representative on the date and year first above written.

WITNESSES:

*[Signature]*

Signature of Witness #1

TIMOTHY GREEN

Typed/Printed Name of Witness #1

*[Signature]*

Signature of Witness #2

Paula Roberts

Typed/Printed Name of Witness #2

DEVELOPER:

**HOMES BY WEST BAY, LLC,**  
 a Florida limited liability company

By: *[Signature]*  
 Wilhelm A. Nunn, President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of (check one)  physical presence or  online notarization, this 31<sup>st</sup> day of July, 2020, by Wilhelm A. Nunn, as President of Homes by West Bay, LLC, a Florida limited liability company. He  is personally known to me or / / has produced \_\_\_\_\_ as identification.

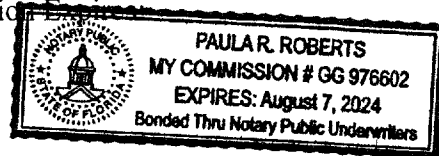
*[Signature]*

Notary Public, State of Florida

Paula R. Roberts

Print Name

My Commission Expires \_\_\_\_\_  
 (SEAL)



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**JOINDER AND CONSENT OF MORTGAGEE**

The undersigned, as holder of that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, made by Homes By West Bay, LLC, a Florida limited liability company, as Mortgagor, to Wells Fargo Bank, National Association, as Mortgagee, dated June 23, 2017, and recorded June 23, 2017, in Official Records Book 9563, Page 2611, which was modified by that certain Mortgage Modification, Future Advance and Spreader Agreement, dated September 24, 2018, and recorded September 25, 2018, in Official Records Book 9792, page 3336, of the Public Records of Pasco County, Florida, that certain Mortgage Modification and Spreader Agreement, dated October 4, 2019, and recorded October 7, 2019, in Official Records Book 9986, Page 415 ("**Mortgage**"), which Mortgage encumbers all or a portion of the property described on **Exhibit A** attached to this Supplement to the Declaration of Easements, Covenants and Restrictions for Anclote Reserve ("**Supplemental Declaration**"), hereby joins in and consents to the Supplemental Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Supplement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the project known as Anclote Reserve, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Declarant contained in this Supplemental Declaration or other documents used in connection with the promotion of the project known as Anclote Reserve. None of the representations contained in this Supplemental Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in this Supplemental Declaration.

IN WITNESS WHEREOF the undersigned has duly executed this Joinder and Consent of Mortgagee by and through its authorized representative this 4<sup>th</sup> day of August, 2020.

Signed, sealed and delivered in the presence of:

WELLS FARGO BANK, National Association

[Signature]  
Signature of Witness #1  
Laurel Chapman  
Typed/Printed Name of Witness #1

By: [Signature]  
Name: Susan S Beaupre  
Its: SENIOR VICE PRESIDENT

[Signature]  
Signature of Witness #2  
Tiffany Anderson  
Typed/Printed Name of Witness #2

Address:  
1 Independent Drive, 10th floor  
Jacksonville, Florida 32202

STATE OF FLORIDA  
COUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me by means of (check one)  physical presence or  online notarization, this 4<sup>th</sup> day of August, 2020, by Susan S Beaupre, as a SVP of WELLS FARGO BANK, National Association, on behalf of the association, / / who is personally known to me or / / who has produced a FL Dr. LIC as identification.



Tiffany Anderson  
State of Florida  
My Commission Expires 12/09/2023  
Commission No. GG 030260

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Tiffany Anderson  
My Commission Expires: 12/09/2023

**Exhibit "A"**

All of STARKEY RANCH PARCEL F PHASE 3, recorded in Plat Book 82, Pages 132 through 135, inclusive, in the Public Records of Pasco County, Florida